



DEFENSE ACQUISITION UNIVERSITY
9620 BELVOIR ROAD
FORT BELVOIR, VA 22060-5565

**MEMORANDUM OF AGREEMENT
BETWEEN**

**COMMITTEE FOR PURCHASE FROM PEOPLE WHO ARE
BLIND OR SEVERELY DISABLED**

AND

DEFENSE ACQUISITION UNIVERSITY

I. COMMON AGREEMENTS AND PRINCIPLES; AUTHORITY

In the spirit of cooperation to assist the Defense Acquisition University (DAU) and to support training and employment opportunities for people who are blind or have other severe disabilities, this Memorandum of Agreement, dated November 1, 2001, between Committee for Purchase from People Who are Blind or Severely Disabled and Defense Acquisition University (DAU) is a voluntary agreement between and among its participants:

- Committee for Purchase From People Who Are Blind or Severely Disabled (Committee); and
- Defense Acquisition University (DAU)

DAU, in addition to being a purchaser of JWOD products and services, has agreed to allow the Committee to help them meet their goal of posting all their acquisition course materials online. In return, DAU will help the Committee maximize Federal agency purchases of products and services under the JWOD Act from nonprofit agencies that generates training and employment opportunities for people who are blind or have other severe disabilities through the Federal acquisition process. Both goals will be realized by the partnering agreement stipulated in this MOA.

The authority for this MOA is the Javits-Wagner-O'Day (JWOD) Act, 41 U.S.C. 46-48c, as amended, the Federal Acquisition Regulation, and DoD Directive 5000.57. The participants hereby agree that principles of good faith partnership and steadfast adherence to the purposes of this MOA will govern their conduct hereunder.

II. RESPONSIBILITIES OF THE PARTICIPANTS

A. Defense Acquisition University

1. **Promotion of the JWOD Program in Acquisition Courses.**
This promotion and preference consideration will be consistent with the Federal Acquisition Regulation (FAR) Part 8.

2. **Website Promotion, Linkages, and Feedback Forums.**
DAU will establish Internet linkages from websites managed within the university to websites managed by the Committee, NIB, NISH and other JWOD-associated nonprofit agencies.
3. **DAU Input into JWOD Marketing.**
Upon request, DAU will work with the Committee's marketing program to advise how catalogs and websites can best communicate and promote attributes of JWOD products to personnel.
4. **Promoting Use of JWOD Products and Services in Contracts.**
DAU agrees to encourage the use of JWOD/NIB/NISH products and services in contracting, both in prime contracts and subcontracts. DAU will promote specification of JWOD/NIB/NISH products in Statements of Work, and seek means to provide prime contractors with an incentive to award subcontracts to JWOD-associated agencies. DAU will pursue innovative contracting methods and techniques that serve to remove constraints to JWOD-associated agencies' competitiveness.
5. **Supervision of Detailed Employee.**
The primary supervisor of the detailed employee will be his Committee supervisor. DAU will designate an on-site Point of Contact (POC) for coordination of daily activities.
6. **Supplies/Accessories.**
DAU will provide the detailed employee with a dedicated desk, phone, computer, email address and other supplies/accessories as deemed necessary by the detailed employee and the designated on-site point of contact.
7. **Parking.**
DAU agrees to provide parking for the detailed employee within the DAU staff and faculty general area and a car decal.
8. **Identification Card.**
DAU agrees to provide the detailed employee with an on-base identification card.
9. **Travel Expense.**
DAU agrees to pay all cost of the detailed employee's travel expenses, if the detailed employee is requested to travel on behalf of the university.
10. **Committee Staff Enrollment in DAU courses.**
DAU will make billets available for Committee staff enrollment of DAU courses, both classroom and on-line.

B. Committee for Purchase From People Who Are Blind or Severely Disabled

- 1. Salary.**
The Committee will continue to pay all salary and benefits of the detailed employee.
- 2. Conferences/Events/Seminars.**
The detailed employee, on behalf of the Committee, will provide DAU at least two (2) weeks written notice, if appropriate, for days the employee will use to attend conferences or other events to promote the Committee and JWOD.
- 3. Courses/Conferences.**
The detailed employee, on behalf of his Committee supervisor, will provide DAU at least two (2) weeks written notice, if appropriate, for days that the employee will use to attend courses/conferences towards his professional development.
- 4. Vacation.**
The detailed employee will provide at least two (2) weeks written notice to DAU for planned vacation.
- 5. Schedule.**
The detailed employee's scheduled work hours will be 7:30 AM - 4:00 PM, Wednesday - Friday of each week, or as coordinated with the DAU POC.
- 6. Catalogs and Marketing.**
The Committee will furnish at no cost to DAU, JWOD content, marketing materials, digital images, logos, etc., to describe the JWOD Program and its products and services.
- 7. Review of Materials.**
The Committee will review references to JWOD Program proposed by DAU or others to ensure language is consistent with the disability community preferred terminology.
- 8. Process Facilitation.**
The Committee will facilitate ongoing review of progress made by all participants to this agreement by organizing and hosting periodic meetings of the participants.

III. PERFORMANCE MEASURES

In order to help gauge the effectiveness of this MOA in furthering the interests of all signatories, performance measures will be drafted, and information collected to track against these measures. These measures will include, but not limited to: 1) three (3) meetings with the President of DAU (or Designee), and the Deputy Executive Director of the Committee. Meetings will be held every

ninety (90) days, at which time, the President (or Designee) will brief the Deputy Executive Director of the ongoing process to incorporate Javits-Wagner-O'Day (JWOD) references into the university acquisition courses; 2) six (6) meetings with the detailed employee's Committee supervisor and the on-site DAU POC. Meetings will be used to gauge the progress and achievement of the goals expressed in this agreement between DAU and the Committee. Other intangibles relating to the agreement between DAU and the Committee may be discussed, which are not specifically stated within the MOA.

IV. DURATION

This MOA will be in effect for a period of six (6) months after its start date, unless otherwise shortened or extended by written agreement of the participants. This MOA may be terminated upon fourteen (14) calendar day's written notice of any participant.

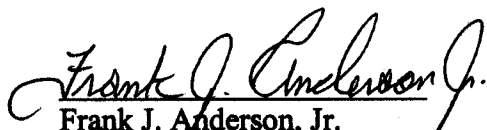
V. MISCELLANEOUS

Nothing herein shall be construed to change the obligations of the participants under any existing contractual relationships or Federal law.

Except as may specifically be agreed to in writing elsewhere, the Government is not obligated to expend any funds or make particular resources available in furtherance of this MOA.

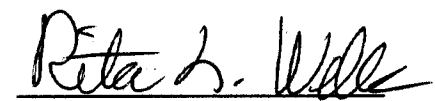
VI. SIGNATORIES

For Defense Acquisition University


Frank J. Anderson, Jr.
President

22 Mar 02
Date

For Committee for Purchase From People Who Are Blind or Severely Disabled


Rita L. Wells, Ph. D.
Deputy Executive Director

March 22, 2002
Date